

**BEFORE THE STATE BOARD OF REGISTRATION  
FOR THE HEALING ARTS**

STATE BOARD OF REGISTRATION  
FOR THE HEALING ARTS,

Board,

v.

DUNCAN C. MEIKLEJOHN, M.D.,  
25000 E. Truman Road  
Independence, MO 64056

Licensee.

HA01011934

**SETTLEMENT AGREEMENT**

Duncan C. Meiklejohn, M.D., ("Licensee") and the State Board of Registration for the Healing Arts (the "Board") enter into this Agreement for the purpose of resolving the question of whether Dr. Meiklejohn's license as a physician or surgeon will be subject to discipline. Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to §621.045, RSMo Supp. 1997.

1. Licensee acknowledges that he understands the various rights and privileges afforded by law, including the right to a hearing of the charges against Licensee; the right to appear and be represented by legal counsel; the right to have all charges against Licensee proven upon the record by competent and substantial evidence; the right to cross-examine any witness appearing at the hearing against Licensee; the right to present evidence on Licensee's own behalf; the right to a decision based upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against Licensee; and subsequently, the right to a disciplinary hearing before the Board at which time evidence may

be presented in mitigation of discipline. Having been advised of these rights provided Licensee by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this Agreement and agrees to abide by the terms of this document as they pertain to Licensee.

2. Licensee acknowledges that he may, at the time this Agreement is effective or within fifteen days thereafter, submit this Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for discipline of Licensee's license.

3. Licensee acknowledges that he has been informed of his right to consult legal counsel in this matter and he has, in fact, obtained legal counsel in this matter.

4. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including any claims pursuant to §536.087, RSMo 1994, or any claim arising under 42 U.S.C. 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case or this Agreement, or from the negotiation or execution of this Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this Agreement in that it survives in perpetuity even in the event that any court of law deems this Agreement, or any portion thereof, void or unenforceable.

5. The parties stipulate and agree that the disciplinary order agreed to by the Board and Licensee in Part II herein is based only on the Agreement set out in Part I herein. Licensee understands that the Board may take further disciplinary action against Licensee

based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

6. Licensee understands and agrees that the Missouri State Board of Registration for the Healing Arts will maintain this Agreement as an open record of the Board as required by Chapters 334, 610, 620, and 621, RSMo, as amended.

I.

Based upon the foregoing, Board and Licensee herein jointly stipulate to the following:

JOINT PROPOSED FINDINGS OF FACT

1. The State Board of Registration for the Healing Arts (the "Board") is an agency of the State of Missouri created and established pursuant to §334.120, for the purpose of executing and enforcing the provisions of Chapter 334, RSMo.

2. Duncan C. Meiklejohn, M.D., is licensed by the Board as a physician and surgeon, license number MDR6438, which was first issued on October 20, 1975. Licensee's certificate of registration is current, and was current and active at all times mentioned herein.

3. Patient T.W. was initially seen by Dr. Meiklejohn on September 4, 1991, for prenatal care.

4. During the initial visit, Dr. Meiklejohn was made aware that T.W. had a previous Class III pap smear at Planned Parenthood.

5. During the initial visit, Dr. Meiklejohn performed a pap smear on T.W.

6. On September 16, 1991, T.W. was informed by Dr. Meiklejohn that she would need to have a colposcopy because the pap smear was read as Class IV, carcinoma in-situ, with atypical endocervical cells.

7. Dr. Meiklejohn did not refer T.W. to an oncologist as soon as he was informed on September 16, 1991 that the pap smear was read as Class IV, carcinoma in-situ, with atypical endocervical cells.

8. On October 7, 1991, Dr. Meiklejohn performed a colposcopy and biopsy on T.W.'s cervix.

9. The results of the October 7, 1991 colposcopy indicated a diagnosis of severe dysplasia, carcinoma in-situ with associated Human Papilloma Virus changes.

10. Dr. Meiklejohn did not refer T.W. to an oncologist as soon as he made the diagnosis of carcinoma in-situ on October 7, 1991.

11. Between October 7, 1991 and January 7, 1992, Dr. Meiklejohn treated T.W. on five occasions.

12. On January 7, 1992, Dr. Meiklejohn performed a repeat colposcopy on T.W., and he noted that it "appears same as before" which refers to the October 7, 1991 colposcopy.

13. At this time, Dr. Meiklejohn neither performed a pap smear or biopsy, nor did he refer T.W. to an oncologist.

14. T.W. was seen by Dr. Meiklejohn on two more occasions prior to her delivery on February 15, 1992.

15. On April 29, 1992, Dr. Meiklejohn performed a pap smear on T.W. and examined her cervix which he noted to be friable.

16. The results of the April 29, 1992 pap smear indicated a high grade squamous intraepithelial lesion, severe dysplasia, carcinoma in-situ, atypical endocervical cells and the need for a cone biopsy.

17. On May 21, 1992, Dr. Meiklejohn informed T.W. of her pap smear results from April 29, 1992 and recommended a total vaginal hysterectomy, however, he did not refer T.W. to an oncologist.

18. On May 28, 1992, Dr. Meiklejohn scheduled T.W. for a total vaginal hysterectomy on June 11, 1992.

19. On June 11, 1992, upon examination of T.W.'s cervix, Dr. Meiklejohn noted that the cervix was extremely friable and the total vaginal hysterectomy was abandoned because of the condition of the cervix.

20. On June 11, 1992, Dr. Meiklejohn referred T.W. to an oncologist, Dr. Dudzinski.

21. Patient T.W. died on July 17, 1993.

22. Dr. Meiklejohn's failure to refer T.W. to an oncologist after the initial finding of carcinoma in-situ and all subsequent findings of carcinoma in-situ were harmful to the physical health of patient T.W.

23. Dr. Meiklejohn failed to exercise the proper standard of care with regard to Patient T.W. as evidenced by paragraphs 4 through 20 of this agreement.

#### JOINT PROPOSED CONCLUSIONS OF LAW

24. Cause exists to discipline License's license pursuant to §334.100.2 (5) RSMo Supp. 1997, which provides in pertinent part:

2. The Board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered his certificate of registration or authority,

permit or license for any one or any combination of the following causes:

\* \* \* \*

(5) Any conduct or practice which is or might be harmful or dangerous to the mental or physical health of a patient or the public; or incompetency, gross negligence or repeated negligence in the performance of the functions or duties of any profession licensed or regulated by this chapter. For the purposes of this subdivision, **"repeated negligence"** means the failure, on more than one occasion, to use that degree of skill and learning ordinarily used under the same or similar circumstances by the member of the applicant's or licensee's profession;

25. Licensee's conduct, as established by the foregoing facts, falls within the intendment of §334.100.2 (5) RSMo, Supp. 1997.

26. Cause exists for the Board to take disciplinary action against Licensee's license under §334.100.2 (5) RSMo, Supp. 1997.

## II.

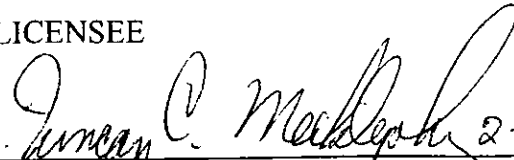
Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the order entered by the State Board of Registration for the Healing Arts in this matter under the authority of §621.110, RSMo 1994. This Agreement will be effective immediately on the date entered and finalized by the Board.

A. Effective the date the Board enters into the Agreement:

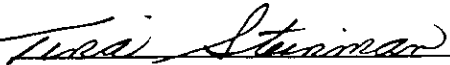
1. The medical license, No. MDR6438, issued to Licensee is RETIRED. The Board accepts the retirement affidavit submitted by Licensee.

B. In consideration of the foregoing, the parties consent to the termination of any further proceedings based upon the facts set forth herein.


LICENSEE

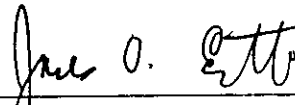
 2-26-00  
Duncan C. Meiklejohn, M.D. Date

BOARD

 3-8-00  
Tina Steinman Date  
Executive Director

JEREMIAH W. (JAY) NIXON  
Attorney General

 2-29-00  
J. MICHAEL SHAFER Date  
Shaffer, Lombardo & Shurin  
4141 Pennsylvania  
Kansas City, MO 64111

 3-6-00  
JAMES O. ERTLE Date  
Assistant Attorney General  
Missouri Bar No. 49166

Broadway State Office Building  
Post Office Box 899  
Jefferson City, MO 65102  
(573) 751-4087  
(573) 751-5660 facsimile

Attorney for Licensee

Attorneys for Board

EFFECTIVE THIS 8 DAY OF April 2000.